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December 4, 2001

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DEC 04 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

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Office of the Secretary
The Portals
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Room TWB 204
Washington, D.C. 20554

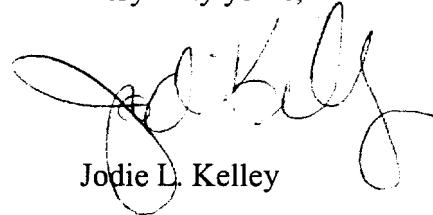
RE: Docket Nos. 00-218, 00-251

Dear Ms. Salas:

Enclosed for filing in the above captioned docket, please find an original and four copies of "WorldCom's Objection and Response to Verizon Virginia Inc.'s Corrections to WorldCom's Late-Filed Exhibit 52: Responses to Record Requests." Also enclosed are eight copies for the arbitrator. An extra copy is enclosed to be file-stamped and returned.

If you have any questions, please do not hesitate to call me at 202-639-6058. Thank you very much for your assistance with this matter.

Very truly yours,



Jodie L. Kelley

encl.

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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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DEC 04 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of)	
Petition of WorldCom, Inc. Pursuant)	
to Section 252(e)(5) of the)	
Communications Act for Expedited)	
Preemption of the Jurisdiction of the)	CC Docket No. 00-218
Virginia State Corporation Commission)	
Regarding Interconnection Disputes)	
with Verizon Virginia Inc., and for)	
Expedited Arbitration)	
)	
In the Matter of)	
Petition of Cox Virginia Telecom, Inc.)	
Pursuant to Section 252(e)(5) of the)	
Communications Act for Preemption)	CC Docket No. 00-249
of the Jurisdiction of the Virginia State)	
Corporation Commission Regarding)	
Interconnection Disputes with Verizon)	
Virginia Inc. and for Arbitration)	
)	
In the Matter of)	
Petition of AT&T Communications of)	
Virginia Inc., Pursuant to Section 252(e)(5))	CC Docket No. 00-251
of the Communications Act for Preemption)	
of the Jurisdiction of the Virginia)	
Corporation Commission Regarding)	
Interconnection Disputes With Verizon)	
<u>Virginia Inc.</u>)	

**WORLDCOM'S OBJECTION AND RESPONSE TO
'VERIZON VIRGINIA INC.'S CORRECTIONS TO
WORLDCOM'S LATE-FILED EXHIBIT 52: RESPONSES TO RECORD REQUESTS'**

WorldCom submits the following objection and response to "Verizon Virginia Inc's. ("Verizon VA") Corrections to WorldCom's Late-Filed Exhibit 52: Responses to Record Requests." Verizon VA has filed a new exhibit which it has numbered Verizon VA Exhibit 83, containing so-called corrections to WorldCom record responses. Verizon, however, has no procedural right to "correct" WorldCom's Exhibit 52 (the responses to record requests). In any

event, the record responses are accurate, and Verizon's "corrections" are inaccurate.

Accordingly, WorldCom objects to receipt in evidence of Verizon VA Exhibit 83. Alternatively, WorldCom requests that this response be admitted into the record as WorldCom Exhibit 53.

1. Verizon's "correction" to WorldCom's response to record request 4, which is related to Issue IV-1 (billing and collection) is as follows:

WorldCom's proposal on tandem transit traffic in this docket would require Verizon VA to carry tandem transit traffic between WorldCom and a third party but would not require WorldCom to have an interconnection agreement with the third-party. In addition, WorldCom proposes that Verizon VA act as the billing and collecting agent between WorldCom and the third-party but WorldCom does not propose to compensate Verizon VA for performing this service. This is not the same as in Georgia. Pursuant to the order of the Georgia Commission, the originating and terminating carriers are required to have interconnection agreements, and BellSouth is entitled to compensation for acting as the billing and collecting agent.¹ Thus, the arrangement reflected in the Georgia Commission's order is not the same as the WorldCom proposal in this docket, and the tandem transit traffic arrangement between WorldCom and BellSouth is not the same as proposed in this docket. Verizon VA does not know that the provisions have only been arbitrated in Georgia.

Contrary to the implication in Verizon's "correction," the Georgia Commission did not require that there be an interconnection agreement between WorldCom and a third party carrier in order for BellSouth to provide transit service. Indeed, BellSouth did not object to providing transit service, and BellSouth's provision of transit service, per se, was not arbitrated. Rather, the Georgia Commission required an interconnection agreement between WorldCom and a third party carrier only in relation to the issue of BellSouth providing a billing and collection service

¹ *In re: Petition of MCI Metro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996*, Order at 14, Docket No. 11901-U (Ga. PSC March 7, 2001).

The Commission finds that the Agreement shall include the language proposed by MCIW, with the modification that the provision must state that the originating and terminating carriers must have an interconnection agreement, and that BellSouth would not have to render payment to the terminating carrier when the originating carrier failed to pay. Also, the language shall state that BellSouth is entitled to compensation for providing the [billing and collecting] service.

for reciprocal compensation on transit traffic. Furthermore, the Georgia Commission imposed that requirement because WorldCom stipulated at the arbitration hearing that it would have an interconnection agreement with the third party in such cases.

Thus, as indicated in WorldCom Exhibit 52, the arrangement proposed by WorldCom—that is, that the ILEC provide a reciprocal compensation billing and collection function for transit service—was accepted by the Georgia Commission. The Georgia Commission added to this arrangement a requirement that the transiting carriers have an interconnection agreement and that there be contract language indicating that BellSouth is entitled to compensation for providing the service. WorldCom did not object to imposition of these requirements in Georgia and does not object to them in this proceeding. WorldCom does not generally propose payment language because payment for service is presumed. While Verizon has never proposed payment terms to WorldCom in association with Issue IV-1, WorldCom does not object to including reasonable terms in the Agreement.

2. Verizon’s “correction” to WorldCom’s response to record request 8, which is related to Issue I-1 (Point of Interconnection) is as follows:

Verizon VA has reasons to believe that, contrary to WorldCom’s response, WorldCom and BellSouth have not agreed to the “arrangement” either in Georgia or throughout the BellSouth footprint. This issue was actively litigated in Georgia; there was no agreement.² In addition, at the time WorldCom filed its record request responses in this proceeding, BellSouth and WorldCom had not submitted a final interconnection agreement for approval with the Georgia Commission. It is therefore not clear that any “arrangement” had been implemented.³ Moreover, based on BellSouth’s litigation position in the generic docket in Georgia, Verizon VA doubts that BellSouth and WorldCom have agreed

² See *In re: Generic Proceeding on Point of Interconnection and Virtual FX Issues*, Final Order, Docket No. 13542-N (Ga. PSC July 23, 2001).

³ BellSouth filed with the Georgia Public Service Commission on November 13, 2001 a request for approval of an interconnection agreement with WorldCom. Verizon VA does not believe that the Georgia Commission has ruled on this request.

to this arrangement throughout the entire BellSouth region. Indeed, Verizon VA has been unable to obtain any evidence of that fact.

The Commission staff made clear when asking for record requests that it was not seeking volumes of documentation. Rather, it was seeking to have its questions answered. WorldCom, therefore, submitted in its Exhibit 52 the answers to the Commission's questions, without attaching additional explanation or providing supporting documentation. Accordingly, Verizon has no way of knowing what agreements with BellSouth WorldCom was referencing, or what arrangements are in place. Nonetheless, Verizon presumes to "correct" WorldCom's exhibit by discussing one agreement between WorldCom and BellSouth, and by stating that it "doubts that BellSouth and WorldCom have agreed" to the arrangement.

Verizon's doubts are not germane to WorldCom's response to the Commission's record request, nor are they relevant to this proceeding. In addition, Verizon's inability to "obtain evidence" is of no consequence. The Commission did not submit a record request to WorldCom asking it what evidence Verizon has the ability to obtain.

In any event, Verizon's "doubts" are misplaced. Verizon's "correction" to WorldCom's response relies on Verizon's understanding of a recently filed interconnection agreement and a recent generic docket in Georgia. These will be discussed in detail below. What Verizon fails to understand, however, is that WorldCom was not relying on the recently filed interconnection agreement when it submitted its response to the Commission's record request.

In Georgia, until the recently filed interconnection agreement was signed, WorldCom and BellSouth operated under the "MCImetro/BellSouth Interconnection Agreement" dated March 10, 1997 (the "1997 Agreement"). The 1997 Agreement says, "MCIm shall designate at least one

IP in the LATA in which MCI originates local traffic and interconnects with BellSouth.”⁴ This language was arrived at via negotiation and was not arbitrated. Pursuant to that language, WorldCom has an arrangement in place in Georgia whereby it can deliver all traffic to BellSouth at a single tandem location in the LATA. Notwithstanding Verizon’s doubts, this has been the case for almost five years.

The language quoted above from the 1997 Agreement is identical to language between WorldCom and BellSouth in every other state in the BellSouth Region. The language in the other states appears in interconnection agreements entered into in the same general time frame as the 1997 Agreement. The 1997 Agreement, and the similar agreements in other states, were signed, filed with, and approved by the state commissions. Thus, again despite Verizon’s doubts, BellSouth and WorldCom have agreed to the arrangement throughout the BellSouth region.

Turning to the recently filed agreement and generic docket in Georgia, Verizon’s unsupported claims and generalized assertions have no merit. Verizon states that this issue was “actively litigated” and that BellSouth and WorldCom did not agree to it. As discussed above, however, it was agreed to in the 1997 Agreement. Similarly, in the recently filed agreement, it was not litigated, actively or otherwise.

In August of 1999, BellSouth and WorldCom began negotiations for an agreement to replace the 1997 Agreement. These negotiations were conducted on a region-wide basis, not just for Georgia. On March 28, 2000, the parties came to agreement on the following language:

⁴ In the 1997 Agreement, BellSouth and WorldCom used the term “Interconnection Point” or “IP” instead of the term “Point of Interconnection” or “POI.” The reader should not confuse the use of the term “IP” in the 1997 Agreement with the use of the term “IP” as proposed by Verizon with its GRIPs concept.

2.2.1 LATA Wide Termination. MCIIm may elect LATA Wide Termination with BellSouth, otherwise known as Multiple Tandem Access (“MTA”). Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to a single BellSouth access tandem designated by MCIIm for the termination of all Local Interconnection Traffic destined for any BellSouth office in that LATA.

That language remained unchanged up until it was included in the signed, filed agreements with BellSouth in the states of Georgia, Florida, and North Carolina. That language also appears (as agreed to) in the agreement filed as an attachment to WorldCom’s arbitration petitions in the states of Louisiana, Mississippi, and Tennessee. BellSouth did not object to WorldCom’s characterization of that language as agreed to in those states, nor did it introduce any evidence to the contrary at the hearings (the case has not yet been heard in Mississippi, but it has in Tennessee and Louisiana).

Additionally, BellSouth offers this arrangement to all CLECs via its SGAT. When negotiations began with WorldCom, BellSouth proposed the following language to WorldCom:

Multiple Tandem Access (MTA) provides for LATA wide BellSouth transport and termination of MCIIm-originated local and BellSouth transported intraLATA toll traffic by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required.

There simply is no basis for Verizon’s “reason to believe” that the arrangement has not been agreed to by BellSouth across the region.

In addition to its disbelief that BellSouth did not agree to this arrangement, Verizon also claims this issue was “actively litigated.” As support for this completely false statement, Verizon refers to a generic docket of the Georgia Public Service Commission, specifically the final order in that docket. But in that final order, the GPSC says, “BellSouth does not contest a CLEC’s right to select a single technically feasible point of interconnection for its originating traffic.” Final Order at 3, GPSC docket 13542-U, July 23, 2001. BellSouth did raise (and lose) the issue of financial responsibility for POIs outside the local calling area, but it never contested the right of the CLEC to choose a single POI per LATA, resulting in LATA-wide call

termination responsibility by BellSouth. Moreover, the Georgia Commission concluded that CLECs may establish a single POI per LATA and that when they do so, BellSouth remains responsible for the cost of transporting its originating traffic to the POI, regardless of whether the POI is in the same local calling area as the call originates and terminates.⁵

3. **Conclusion**

For the reasons set forth above, WorldCom submits that Verizon's 'correction' of WorldCom's record responses is not accurate. To correct the record in this proceeding,

⁵ The Georgia Commission noted that :

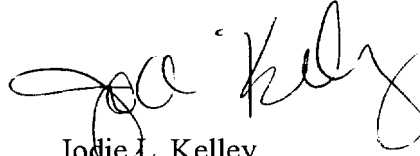
Assuming a CLEC's choice to interconnect at a single point in the LATA resulted in greater transport costs than if the CLEC established a POI in each local calling area within the LATA, it still does not lead to the conclusion that the CLEC should bear the costs of transporting the traffic to the POI. To draw such a conclusion would be to argue that a CLEC should pay a price for taking advantage of its rights under the Federal Act as construed by the FCC. Stated in the converse, it is to argue that an ILEC should receive additional compensation for meeting its duty under the Federal Act. Presumably, Congress believed imposing upon ILECs the specific interconnection obligations would best accomplish the goals of the legislation. Shifting cost recovery from BellSouth to a CLEC simply because a CLEC took advantage of its rights under the Federal Act would undermine this Congressional intent. As AT&T stated in its Brief, "It is a hollow gesture to allow CLECs to designate a single point of interconnection and then require CLECs to pay the difference of the cost of that single point of interconnection and the cost of multiple points of interconnection in every BellSouth basic local calling area."

Separate and apart from its legal analysis, the Commission finds that holding BellSouth financially responsible for transporting its originating traffic to a CLEC's POI is a sound policy. CLECs must bear financial responsibility for their originating traffic so requiring BellSouth to do the same does not place it at a disadvantage. The difference in volume between BellSouth and an individual CLEC does not affect the fairness of the resolution because BellSouth should be recovering the costs of its facilities through the rates it charges its customers. The Commission's determination on this issue is symmetrical, fair and consistent with the Federal Act's intent to promote competition.

(Georgia Pub. Serv. Comm., Docket No. 13542-U at 7,8, July 23, 2001)

WorldCom requests that Verizon Exhibit 83 be excluded from the record or alternatively,
that this document be received as WorldCom Exhibit 53.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jodie L. Kelley". The signature is fluid and cursive, with the first name "Jodie" and last name "Kelley" clearly distinguishable.

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CERTIFICATE OF SERVICE

I do hereby certify that true and accurate copies of the foregoing “WorldCom’s Objection and Response to Verizon Virginia Inc.’s Corrections to WorldCom’s Late-Filed Exhibit 52: Responses to Record Requests” were delivered this 4th day of December, 2001 via federal express and regular mail to:

Karen Zacharia
David Hall
Verizon-Virginia, Inc.
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Arlington, VA 22201
** By Federal Express*

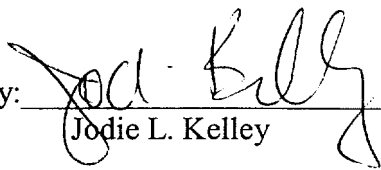
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By: 
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